			ORDER I	FOR SUF	PPLIES OR SERV	/ICES					PAGE	OF PAGES	3
IMPORTANT:	Mark all	packages and papers v	vith contrac	t and/or ord	der numbers.	ST 12-10 - 11 - 12 - 12 - 12 - 12 - 12 - 1					1		10
1. DATE OF ORDER 2. CONTRACT NO. (If any) GS-35F-4315D									6. SHIP TO:	Í			
GS-35F-4315D ~ 05/21/2013					a. NAME OF CONSIGNEE								
			1			_							
3. ORDER NO.	00000		20000 20000	OEI-12-	EFERENCE NO.	OEI C	hie	f Information	Officer				
EP-G13H-	.00690	l	PR-C)E1-12-	.01323								
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		·			17. SCHEDULE (Se	ee reverse for	Rejec	tions)					
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ITEM NO.		SUPPLI	ES OR SERV	/ICES		ORDERED	(d)	W	IN GROOM	TNUC		ACC	EPTED
(a)	DIINS	Number: 05628	(b)			(c)	(0)	(e)	<u> </u>	(f)			(g)
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	a. NAME		mp Pin	C-					\$161,	, 245	.60		7
SEE BILLING	RTP Finance Center												
INSTRUCTIONS ON REVERSE	b. STREET ADDRESS US Environmental Protection (or P.O. Box)				n Agency								
ONTREVERSE	RIF-Fillance Center									17(i) GRAND			
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ORDER FOR SUPPLIES OR SERVICES **SCHEDULE - CONTINUATION**

IMPORTANT: Mark all packages and papers with contract and/or order numbers.

PAGE NO

2

DATE OF ORDER CONTRACT NO. ORDER NO. GS-35F-4315D EP-G13H-00690 05/21/2013 ITEM NO. SUPPLIES/SERVICES QUANTITY UNIT UNIT **AMOUNT** QUANTITY ACCEPTED ORDERED PRICE (d) (a) (b) (c) (e) (g) Admin Office: HPOD US Environmental Protection Agency Ariel Rios Building 1200 Pennsylvania Avenue, N. W. Mail Code: 3803R Washington DC 20460 0001 Xacta Software - Please reference attached 161,245.60 Telos Corporation Quote Number MNTC11066-2013G0003R for details on items and pricing. SUMMARY OF ITEMS: ITEM 1: Part Number:XIAM-PROJ-MARF Description: Reinstatement Fee POP: 8/1/2012 - 5/31/2013 QTY: 10 Total Price: \$56,700.00 ITEM 2: Part Number:FFP Services Description: Support Services and Annual Maintenance for Xacta POP: 6/1/2013 - 5/31/2014 QTY: 1 Total Price: \$104,545.60 This delivery order has been placed in accordance with GSA Schedule Contract GS-35F-4315D and Telos quote number MNTC11066-2013G003R. Firm Fixed Price Services Bundle will be invoiced in arrears in 12 monthly increments. See Payment Schedule in Clauses, EPAAR 1552.232-74 PAYMENTS -SIMPLIFIED ACQUISITION PROCEDURES FINANCING (JUN 06) Accounting Info: 12-13-B-H4F-ZZZHF6-2505-LISMSC00-H4S13 00-12H4FFE034-001 BFY: 12 EFY: 13 Fund: B Budget Org: H4F Program Continued ... \$161,245.60

TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H))

ORDER FOR SUPPLIES OR SERVICES SCHEDULE - CONTINUATION

PAGE NO

3

IMPORTANT: Mark all packages and papers with contract and/or order numbers.

DATE OF ORDER CO 05/21/2013 GS

CONTRACT NO. GS-35F-4315D

ORDER NO. EP-G13H-00690

EM NO.	SUPPLIES/SERVICES	QUANTITY			AMOUNT	QUANTIT
(a)	(b)	ORDERED (c)	(d)	PRICE (e)	(f)	ACCEPTE (g)
(ω)	(PRC): ZZZHF6 Budget (BOC): 2505 Job	(0)	(4)	(6)	(1)	(9)
	#: LISMSC00 Cost: H4S1300 DCN - Line					
	ID: 12H4FFE034-001					
	Funding Flag: Complete					
	Funded: \$91,670.28					
	Accounting Info:					
	13-T-H4F-ZZZHF6-2505-H4S1300-12H4FFE03					
	4-002 BFY: 13 Fund: T Budget Org: H4F					
	Program (PRC): ZZZHF6 Budget (BOC):					
	2505 Job #: LISMSC00 Cost: H4S1300					
	DCN - Line ID: 12H4FFE034-002					
	Funding Flag: Complete					
	Funded: \$16,800.00					
	Accounting Info:					
	13-14-B-H4F-ZZZHF6-2505-H4S1300-12H4FF					
	E034-003 BFY: 13 EFY: 14 Fund: B					
	Budget Org: H4F Program (PRC): ZZZHF6					
	Budget (BOC): 2505 Job #: LISMSC00					
	Cost: H4S1300 DCN - Line ID:					
	12H4FFE034-003					
	Funding Flag: Complete					
	Funded: \$52,775.32					
	anaca: \(\sigma \)					
	The obligated amount of award: \$161,245.60. The total for this award is shown in box 17(i).					

CUSTOM - CONTRACTING OFFICER ADDED - TAX

The Federal Government is exempted from paying taxes. The tax exempt number is 52-085-2695.

CUSTOM - CONTRACTING OFFICER ADDED - Invoices - RTP Finance

Invoices shall be prepared containing the following information. Purchase Order Number, description of commodities/services furnished, and period of performance, taxpayer ID number and amount due. Invoice shall be submitted to the address specified in block 21 of this order or via e-mail to RTPReceiving@epa.gov

For e-mail submissions provide the .pdf file with the following naming convention and SUBJECT line of the e-mail. SI_PO#_Inv#.pdf Example: SI_EP-B11H-00001_5335.PDF For status of Invoice Payments, call the Financial Office's Customer Service at (919) 541-0616.

The FedEX/Commercial Courier address for Invoices:

US EPA, RTP-Finance (Mail Drop D143-02) 4930 page Road Durham, NC 27703

Vendors interested in checking the status of payments should use the department of Treasury's Payment Advice Internet delivery (PAID) system. It is located on the following web site and requires registration. http://www.fms.treas.gov/paid/index.asp

FAR 52.204-6 DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (OCT 2003)

The Clause is incorporated by reference. The full text of the clause is available at http://www.acquisitioncentral.gov

FAR 52.204-7 CENTRAL CONTRACTOR REGISTRATION (APR 2008)

The Clause is incorporated by reference. The full text of the clause is available at http://www.acquisitioncentral.gov

FAR 52.212-4 CONTRACT TERMS AND CONDITIONS - COMMERCIAL ITEMS (OCT 2008)

The Clause is incorporated by reference. The full text of the clause is available at http://www.acquisitioncentral.gov

FAR 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (AUGUST 2011)

(a)	The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated
	in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of
	commercial items:

\bowtie	52.222-50, COMBATING TRAFFICKING IN PERSONS (FEB 2009)
	☐ ALTERNATE I (AUG 2007)
\boxtimes	52.233-3, PROTEST AFTER AWARD (AUG 1996)
\boxtimes	52.233-4, APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (OCT 2004)

(b)	The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:
	☐ 52.203-6, RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (SEP 2006)
	☐ ALTERNATE I (OCT 1995)
	☐ 52.203-13, CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT (APR 2010)
	☐ 52.203-15, WHISTLEBLOWER PROTECTIONS UNDER THE AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009 (JUN 2010)
	☐ 52.204-11, AMERICAN RECOVERY AND REINVESTMENT ACT—REPORTING REQUIREMENTS (JUL 2010)
	☐ 52.209-10, PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS (SECTION 740 OF DIVISION C OF PUBLIC LAW 111-117, SECTION 743 OF DIVISION D OF PUBLIC LAW 111-8 AND SECTION 745 OF DIVISION D OF PUBLIC LAW 110-161).
	☐ 52.219-3, NOTICE OF TOTAL HUBZONE SET-ASIDE OR SOLE-SOURCE AWARD (JAN 2011)
	☐ 52.219-4, NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS (JAN 2011)
	☐ 52.219-6, NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE (JUNE 2003)
	☐ ALTERNATE I (OCT 1995) OF 52.219-6
	☐ ALTERNATE II (MAR 2004) OF 52.219-6
	☐ 52.219-7, NOTICE OF PARTIAL SMALL BUSINESS SET-ASIDE (JUNE 2003)
	☐ ALTERNATE I (OCT 1995)
	☐ ALTERNATE II (MAR 2004)
	☐ 52.219-8, UTILIZATION OF SMALL BUSINESS CONCERNS (JAN 2011)
	☐ 52.219-9, SMALL BUSINESS SUBCONTRACTING PLAN (JAN 2011)
	☐ ALTERNATE I (OCT 2001)
	☐ ALTERNATE II (OCT 2001)
	☐ ALTERNATE III (JUL 2010)
	☐ 52.219-14, LIMITATIONS ON SUBCONTRACTING (DEC 1996)
	☐ 52.219-16, LIQUIDATED DAMAGES-SUBCONTRACTING PLAN (JAN 1999)
	☐ 52.219-23, NOTICE OF PRICE EVALUATION ADJUSTMENT FOR SMALL DISADVANTAGED BUSINESS CONCERNS (OCT 2008)
	☐ ALTERNATE I (JUNE 2003)
	☐ 52.219-25, SMALL DISADVANTAGED BUSINESS PARTICIPATION PROGRAMDISADVANTAGED STATUS AND REPORTING (DEC 2010)

52.219-26	SUBCONTRACTING (OCT 2000)
52.219-27	NOTICE OF TOTAL SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS SET-ASIDE (MAY 2004)
52.219-28	, POST AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (APR 2009)
52.219-29	NOTICE OF TOTAL SET-ASIDE FOR ECONOMICALLY DISADVANTAGED WOMEN-OWNED SMALL BUSINESS (EDWOSB) CONCERNS (APR 2011)
	NOTICE OF TOTAL SET-ASIDE FOR WOMEN-OWNED SMALL BUSINESS (WOSB) CONCERNS ELIGIBLE UNDER THE WOSB PROGRAM (APR 2011)
☐ 52.222-3, C	CONVICT LABOR (JUNE 2003)
52.222-19 ,	CHILD LABORCOOPERATION WITH AUTHORITIES AND REMEDIES (JUL 2010)
⊠ 52.222-21,	PROHIBITION OF SEGREGATED FACILITIES (FEB 1999)
⊠ 52.222-26,	EQUAL OPPORTUNITY (MAR 2007)
52.222-35 ,	EQUAL OPPORTUNITY FOR VETERANS (SEP 2010)
⊠ 52.222-36,	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (OCT 2010)
⊠ 52.222-37,	EMPLOYMENT REPORTS ON VETERANS (SEP 2010)
☐ 52.222-40 ,	NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (DEC 2010)
52.222-54 ,	EMPLOYMENT ELIGIBILITY VERIFICATION (JAN 2009)
	STIMATE OF PERCENTAGE OF RECOVERED MATERIAL CONTENT FOR EPA-DESIGNATED ITEMS MAY 2008)
☐ AI	TERNATE I (MAY 2008)
52.223-15	ENERGY EFFICIENCY IN ENERGY-CONSUMING PRODUCTS (DEC 2007)
☐ 52.233-16 ,	IEEE 1680 STANDARD FOR THE ENVIRONMENTAL ASSESSMENT OF PERSONAL COMPUTER PRODUCTS (DEC 2007)
⊠ 52.223-18,	ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING (AUG 2011)
☐ 52.225-1, E	BUY AMERICAN ACTSUPPLIES (FEB 2009)
□ 52.225-3 В	UY AMERICAN ACTFREE TRADE AGREEMENTSISRAELI TRADE ACT (JUN 2009)
☐ AI	TERNATE I (JAN 2004)
☐ AI	TERNATE II (JAN 2004)
52.225-5, 1	RADE AGREEMENTS (AUG 2009)
⊠ 52.225-13,	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (JUN 2008)
☐ 52.226-4, N	IOTICE OF DISASTER OR EMERGENCY AREA SET-ASIDE (NOV 2007)
□ 52 226-5 B	ESTRICTIONS ON SURCONTRACTING OUTSIDE DISASTER OR EMERGENCY AREA (NOV 2007)

	\square 52.232-29, TERMS FOR FINANCING OF PURCHASES OF COMMERCIAL ITEMS (FEB 2002)
	☐ 52.232-30, INSTALLMENT PAYMENTS FOR COMMERCIAL ITEMS (OCT 1995)
	☐ 52.232-34, PAYMENT BY ELECTRONIC FUNDS TRANSFEROTHER THAN CENTRAL CONTRACTOR REGISTRATION (MAY 1999)
	☐ 52.232-36, PAYMENT BY THIRD PARTY (FEB 2010)
	☑ 52.239-1, PRIVACY OR SECURITY SAFEGUARDS (AUG 1996)
	☐ 52.247-64, PREFERENCE FOR PRIVATELY OWNED U.SFLAG COMMERCIAL VESSELS (FEB 2006) ☐ ALTERNATE I (APR 2003)
	ALTERNATET (AFR 2003)
(c)	The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:
	☐ 52.222-41, SERVICE CONTRACT ACT OF 1965, (NOV 2007)
	☐ 52.222-42, STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 1989)
	☐ 52.222-43, FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT ACTPRICE ADJUSTMENT (MULTIPLE YEAR AND OPTION CONTRACTS) (SEP 2009)
	☐ 52.222-44, FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT ACTPRICE ADJUSTMENT (SEP 2009)
	☐ 52.222-51, EXEMPTION FROM APPLICATION OF THE SERVICE CONTRACT ACT TO CONTRACTS FOR MAINTENANCE, CALIBRATION, OR REPAIR OF CERTAIN EQUIPMENTREQUIREMENTS (NOV 2007)
	☐ 52.222-53, EXEMPTION FROM APPLICATION OF THE SERVICE CONTRACT ACT TO CONTRACTS FOR CERTAIN SERVICESREQUIREMENTS (FEB 2009)
	☐ 52.226-6, PROMOTING EXCESS FOOD DONATION TO NONPROFIT ORGANIZATIONS. (MAR 2009)
	☐ 52.237-11, ACCEPTING AND DISPENSING OF \$1 COIN (SEP 2008)
FA	R 52.232-1 PAYMENTS (APR 2004)

The Clause is incorporated by reference. The full text of the clause is available at $\frac{http://www.acquisition.central.gov}{http://www.acquisition.central.gov}$

FAR 52.232-8 DISCOUNTS FOR PROMPT PAYMENT (FEB 2002)

The Clause is incorporated by reference. The full text of the clause is available at http://www.acquisitioncentral.gov

FAR 52.249-1 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (SHORT FORM) (APR 1984)

The Clause is incorporated by reference. The full text of the clause is available at $\underline{\text{http://www.acquisitioncentral.gov}}$

FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same full force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The full text of the clause is available at http://www.acquisitioncentral.gov

EPAAR 1552.211-79 Compliance with EPA Policies for Information Resources Management (OCT 2000)

- (a) *Definition.* Information Resources Management (IRM) is defined as any planning, budgeting, organizing, directing, training, promoting, controlling, and managing activities associated with the burden, collection, creation, use and dissemination of information. IRM includes both information itself, and the management of information and related resources such as personnel, equipment, funds, and technology. Examples of these services include but are not limited to the following:
- (1) The acquisition, creation, or modification of a computer program or automated data base for delivery to EPA or use by EPA or contractors operating EPA programs.
- (2) The analysis of requirements for, study of the feasibility of, evaluation of alternatives for, or design and development of a computer program or automated data base for use by EPA or contractors operating EPA programs.
- (3) Services that provide EPA personnel access to or use of computer or word processing equipment, software, or related services.
- (4) Services that provide EPA personnel access to or use of: Data communications; electronic messaging services or capabilities; electronic bulletin boards, or other forms of electronic information dissemination; electronic record-keeping; or any other automated information services.
- (b) *General*. The Contractor shall perform any IRM related work under this contract in accordance with the IRM policies, standards and procedures set forth in this clause and noted below. Upon receipt of a work request (i.e. delivery order or work assignment), the Contractor shall check this listing of directives (see paragraph (d) for electronic access). The applicable directives for performance of the work request are those in effect on the date of issuance of the work request.
- (1) IRM Policies, Standards and Procedures. The 2100 Series (2100–2199) of the Agency's Directive System contains the majority of the Agency's IRM policies, standards and procedures.
- (2) Groundwater Program IRM Requirement. A contractor performing any work related to collecting Groundwater data; or developing or enhancing data bases containing Groundwater quality data shall comply with *EPA Order 7500.1A—Minimum Set of Data Elements for Groundwater.*
- (3) EPA Computing and Telecommunications Services. *The Enterprise Technology Services Division (ETSD) Operational Directives Manual* contains procedural information about the operation of the Agency's computing and telecommunications services. Contractors performing work for the Agency's National Computer Center or those who are developing systems which will be operating on the Agency's national platforms must comply with procedures established in the Manual. (This document may be found at: http://basin.rtpnc.epa.gov/etsd/directives.nsf).
- (c) Printed Documents. Documents listed in (b)(1) and (b)(2) may be obtained from: U.S. Environmental Protection Agency Office of Administration Facilities Management and Services Division Distribution Section Mail Code: 3204 1200 Pennsylvania Ave., NW., Washington, DC 20460 Phone: (202) 260–5797
- (d) Electronic access. A complete listing, including full text, of documents included in the 2100 Series of the Agency's Directive System is maintained on the EPA Public Access Server on the Internet at http://epa.gov/docs/irmpoli8/

EPAAR 1552.232-74 PAYMENTS – SIMPLIFIED ACQUISITION PROCEDURES FINANCING (JUN 06)

Simplified acquisition procedures financing in the form of advance (prior to performance) payment(s) will be provided under this commercial item order in accordance with the payment schedule below. If both advance and interim payments are to be made, the payment schedule shown below will specify the type of payment provided for each line item. The Government shall pay the contractor as follows upon the submission of invoices or vouchers approved by the Project Officer (COR):

For XIAM-PROJ-MARF – Reinstatement Fee for Annual Maintenance a One-time payment in accordance with standard 30-day after receipt of invoice procedure.

For Firm Fixed Price Services – Support Services and Annual Maintenance Bundle for Xacta, see schedule below:

Period of Performance:	Invoice after Date:	Amount:
June 1st, 2013 to June 30th, 2013	June 30th, 2013	\$8,712.13
July 1 st , 2013 to July 31 st , 2013	July 31st, 2013	\$8,712.13
August 1st, 2013 to August 31st, 2013	August 31st, 2013	\$8,712.13
September 1st, 2013 to September 30th, 2013	September 30th, 2013	\$8,712.13
October 1st, 2013 to October 31st, 2013	October 31st, 2013	\$8,712.13
November 1st, 2013 to November 30th, 2013	November 30th, 2013	\$8,712.13
December 1st, 2013 to December 31st, 2013	December 31st, 2013	\$8,712.13
January 1st, 2014 to January 31st, 2014	January 31st, 2014	\$8,712.13
February 1st, 2014 to February 28th, 2014	February 28 th , 2014	\$8,712.13
March 1st, 2014 to March 31st, 2014	March 31st, 2014	\$8,712.13
April 1st, 2014 to April 30th, 2014	April 30 th , 2014	\$8,712.13
May 1st, 2014 to May 31st, 2014	May 31st, 2014	\$8,712.17